

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE	OF	PAGES
				1		20
2. AMENDMENT/MODIFICATION NO.  002		3. EFFECTIVE DATE  See Block No. 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. Issued By U.S. Department of Energy SPR Project Management Office 900 Commerce Road East New Orleans, LA 70123		7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  All Prospective Bidders				(✓)  X	9A. AMENDMENT OF SOLICITATION NO.  DE-FB96-00PO92011	
CODE   FACILITY CODE					9B. DATED (SEE ITEM 11)  May 12, 2000	
					10A. MODIFICATION OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
<input checked="" type="checkbox"/> The above number solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. <b>FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.</b> If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>						
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A					
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriate date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
	D. OTHER(Specify type of modification and authority)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
A. Solicitation No. DE-FB96-00PO92011 is modified as follows:  1. The bid opening is extended to July 13, 2000, at 11:00 a.m.  2. Section E, Inspection and Acceptance, Paragraph 3.2, Acceptance – Revise Item No. 9 to read:  “9. Two sets of reproducible “red-lined” drawings.”						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Joyce B. Francois, Contracting Officer				
15B. CONTRACTOR/OFFEROR   (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  Joyce B. Francois (Signature of Contracting Officer)		16C. DATE SIGNED  6/13/00		
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

## INSTRUCTIONS

Instructions for items other than those that are self-explanatory, are as follows:

(a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.

(b) Item 3 (Effective date).

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) Items 9, (Amendment of Solicitation No.-Dated), and 10, (Modification of Contract/Order No.-Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

- (1) Accounting classification .....  
Net increase \$.....
- (2) Accounting classification .....  
Net decrease \$.....

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) Item 14 (Description of Amendment/Modification).

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

- (i) Total contract price increased by \$.....
- (ii) Total contract price decreased by \$.....
- (iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to -

- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

STANDARD FORM 36, JULY 1966 GENERAL SERVICES ADMINISTRATION FED. PROC. REG. (41 CFR) 1-16.101		<b>CONTINUATION SHEET</b>		REF. NO. OF DOC. BEING CONT'D. DE-FB96-00PO92011 Amendment No. 002		PAGE 2	OF 20
NAME OF OFFEROR OR CONTRACTOR							
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
3.	Section H, Paragraph 7.0, Progress, Planning, Scheduling and Reporting System – Substitute the attached revised Paragraph 7.0.						
4.	Section H. Paragraph 5.0, Security, Subparagraph 7, Reporting Criminal or Suspicious Activities – Substitute the following:						
	7. <u>REPORTING CRIMINAL OR SUSPICIOUS ACTIVITIES</u>  During this contract, the Contractor Security Representative is responsible for reporting to the DM Site Construction Manager any violation of law, losses, or incidents of security concern. Examples of matters to be reported include any loss of Government-owned tools or equipment, sabotage, or vandalism (known or suspected).						
5.	Section H, Paragraph 32.0, Completed Construction Cost Report – Substitute the attached revised page.						
6.	Section H – Add the following:						
	a.    Table of Contents – Add  “36.0 – Disposition of Demolition and Construction Materials”						
	b.    Add Paragraph “36.0, Disposition of Demolition and Construction Materials,” as follows:						
	36.0   DISPOSITION OF DEMOLITION AND CONSTRUCTION MATERIALS  Pursuant to Section C, Section 01010, Paragraph 2.01.F, Disposition of Materials, the Contractor shall be responsible for the removal and disposition of all demolition, construction, and/or residual materials that will be generated by the performance of this contract. The removal of such materials shall be coordinated and approved through the DM site property manager. Refer to Section J, Attachment No. 10, SPR Qualified Disposers, Transporters, and Recyclers.						
7.	Section J, Attachment No. 11, Safety and Health Requirements – Substitute the attached revised intro page.						
8.	Section K, Representations, Certifications and Other Statements of Bidders/Offerors – Add the attached representations.						

**SECTION H**  
**PARAGRAPH 7.0, PROGRESS, PLANNING, SCHEDULING AND REPORTING SYSTEM**

**7.0     PROGRESS, PLANNING, SCHEDULING AND REPORTING SYSTEM**

**7.1     Progress Meetings**

- A. Construction progress meetings will be held as considered necessary but not less than weekly. The Contractor shall make all arrangements to have his own forces, and his subcontractors, if requested or required, represented at these meetings by individuals, with the authority to make commitments for, and act for, the concerns represented. The purpose of these meetings shall be to review progress, proposed work for the next two weeks, and eliminate construction, material, and safety and environmental problems, insofar as is possible. The Contractor shall assume full responsibility to act for and commit any subcontractor employed by himself whether such subcontractor is present at the meeting or not. The meetings will be held in the DM Construction Manager's Conference Room with telecommunication to the Contracting Officer, Contract Specialist, and/or DOE Construction Project Engineer as necessary.
- B. A representative of the Contractor, and of each subcontractor, if present, shall be prepared to discuss the proposed work schedule for the next two-week period following the meeting date. In addition, discussions should include an overview of work for the next several weeks (minimum three months, if applicable), depending on period of performance, manpower, material deliverables, and any anticipated difficulties which require resolution by the group as a whole.
- C. The DM Construction Manager or DOE Resident Engineer shall act as chairman at the meeting and will focus the attention and effort of the representatives on any necessary remedial action to maintain the approved construction schedule. The representatives of the Contractor, and his subcontractors, shall be adequately and sufficiently informed at each meeting to provide information relative to job progress, as affected by materials, delivery, shop drawings, inspections or other contractual matters.

The Contractor's representatives shall provide the previous week's projected work schedule along with a written summary of what work was actually accomplished (whether planned or not) and what work was not accomplished. Any questions or other items not resolved

during the progress meeting will be acted upon expeditiously by the individuals concerned, or as required by the Contracting Officer.

## 7.2 Progress Reports

- A. The Contractor shall immediately bring to the attention of the Contracting Officer any circumstances arising that might delay completion of the work set forth in the construction schedule as submitted.
- B. Pursuant to requirements of the Contract Clauses, the written reports required from the Contractor shall include, but are not to be limited to, the following:
- (1) Prompt notification and complete reports on all actual and threatened labor disputes.
  - (2) Individual Accident/Incident Report DOE F.5484x.
  - (3) Tabulation of work hours, vehicles usage, and claims, DOE Form 5484y.
  - (4) In case of a recordable accident, the Contractor shall notify the Contracting Officer, DOE Resident Engineer, DOE Safety Representative, and DM Construction Manager.
- C. The following represents, in part, the “Reporting Requirements Checklist” required by this Contract. (Note: The Contractor should review all documents for submittal requirements.)

REPORTING REQUIREMENTS CHECKLIST	
Within 10 days after award	<ul style="list-style-type: none"><li>• Performance and Payment Bonds</li></ul>
Within 30 days after award	<ul style="list-style-type: none"><li>• Certificate of Insurance</li><li>• Quality Control Plan</li><li>• Project Safety and Health Plan</li><li>• Schedule of Required Submittals</li><li>• Waste Management Plan</li></ul>

Within 10 days after Notice to Proceed	<ul style="list-style-type: none"> <li>Construction/Contract Schedule and Breakdown of Costs (Refer to Exhibits 1, 2, and 3)</li> </ul>
At Job Start and Weekly Thereafter	<ul style="list-style-type: none"> <li>List of Craftsmen and Tradesmen schedule for the following week by trade and subcontractors, including the Contractor's own forces. These lists are to be provided each week at the progress meeting.</li> </ul>
Within 30 days after receipt of Notice to Proceed	<ul style="list-style-type: none"> <li>Material Status Report (updated monthly)</li> </ul>
Monthly Reports	<ul style="list-style-type: none"> <li>Safety and Health (tabulation of work hours, vehicle usage, and tort claims) DOE Form 5484y (Submit to DM Construction Manager.)</li> </ul>
Daily	<ul style="list-style-type: none"> <li>Contractor's Daily Inspection Reports</li> </ul>
Weekly	<ul style="list-style-type: none"> <li>Contractor-Generated Discrepancy Reports and Controls Log</li> <li>Safety Inspection Reports</li> </ul>
Monthly	<ul style="list-style-type: none"> <li>Certified Payrolls</li> <li>Updated Schedule Showing Actual Progress Versus Scheduled Progress</li> </ul>
As Required	<ul style="list-style-type: none"> <li>Materials Status Report</li> <li>Individual Accident/Incident Report, DOE Form 5484x</li> <li>Contractor's Safety Inspection Report</li> </ul>

7.3 Barchart Scheduling System and Cost Breakdown and Progress Payments  
(Refer to Section I, Clause No. 71, FAR 52.236-15, "Schedules for Construction Contracts.")

The progress chart utilized by the Contractor shall consist of a barchart schedule and tabular report as described hereinafter. In preparing this system, the scheduling logic of the construction activities is the responsibility of the Contractor. The requirement of a schedule is included to assure adequate planning and execution of the work, and to assist the DOE's Contracting Officer and DM Construction Manager in evaluating the reasonableness of the proposed scheduled progress of the work. DOE's review and acceptance of the Contractor's barchart schedule is for conformance to the requirements of the contract documents only and does not affect contract terms in any way. Further, DOE's review and acceptance of the Contractor's schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the schedule; nor the Contractor's ability to meet the interim milestone dates and the contract completion date; nor does such review and acceptance express or implied warrant, acknowledge, or admit the reasonableness of the logic, cost, duration, manpower, or equipment loading of the Contractor's schedule. The breakdown of the cost of work will be the basis for progress payments. (Refer to Contract Clause No. 50, "Payments Under Fixed Price Construction Contracts.") The Contracting Officer shall have the right to revise the cost loading submittal, prior to approval if, in his opinion, the items do not conform to their true value or if not in sufficient detail. The Contractor shall, within ten (10) calendar days after the Notice to Proceed (NTP), prepare and submit to the Contracting Officer a Construction Schedule and Breakdown of Costs for approval.

A. Schedule Acceptance

The schedule will be reviewed by the Government and returned as accepted or returned with comments within 21 calendar days.

Progress payments will be withheld until the schedule has been accepted by the Government for this project.

## B. Schedule Content

Information included in the barchart and tabular report shall include the following: activity numbers, activity description, the activity duration shall be of duration's to adequately represent the activity. Contractor shall specify days per week, hours per day to be worked and any holidays to be taken off. (Refer to Section H, Paragraph 3.0, Work Hours, Work Schedules; and Section F, Paragraph 1.0, Commencement, Prosecution and Completion of Work.)

- (1) The detailed barchart network will include construction activities, procurement of critical or long lead (30 days or longer) materials, activities for off-site fabrication of specialty items, all activities relating to Government-Furnished Equipment (GFE), etc., assigned to DM or the Government, and Contract-required milestones such as completion of individual periods of performance. The selection and number of activities shall be subject to acceptance by the Contracting Officer.
- (2) As a minimum, the following milestones shall be shown:
  - (a) Award.
  - (b) NTP.
  - (c) Mobilization.
  - (d) Confirmation of purchase order of Contractor-Furnished Equipment (CFE) building issued.
  - (e) On-site delivery date of CFE building.
  - (f) Contract completion date.
- (3) Contractor shall identify in the sequence of work the appropriate Government holidays and the relationship to the work. If Contractor is to use holidays as work days, it should be noted and defined on the schedule.



### C. Scheduling Method

Progress (barcharts) charts created and utilized by contractors for small projects or a group of small projects will be minimal. The format for graphic presentation of schedules for use will be laid out so that columns will be arranged from left to right as follows: Activity ID, Activity Description, Duration in Workdays, Scheduled Start, Scheduled Finish. (Refer to Exhibit 1.)

- (1) Activity ID: The numbering system will be at contractor discretion.
- (2) Activity Description: This must be clear and concise and adequately define the activity to be performed with a clear, distinct and verifiable start and stop.
- (3) Original Duration: Is the duration required to accomplish an activity and will be stated in workdays not calendar days.
- (4) Scheduled Start: Is the start date for the activity. Actual starts will be entered under the scheduled start.
- (5) Scheduled Finish: Is the finish date for the activity. Actual finish will be entered under the scheduled finish.
- (6) Percent Complete: Will be displayed on the schedule layout.
- (7) Manpower: Weekly average manpower will be displayed.
- (8) Man-hours: Weekly average man-hours will be displayed.
- (9) Workweek: Will be four (4) days per week, Monday through Thursday, ten (10) hours per day. Any other option for workweek must be noted and weekly man-hours adjusted accordingly. Contractors will layout all schedules so that finish will be prior to and not later than the Contract Completion Date. Data date will be the last workday of the previous workweek.

- (10) Outage Schedule: An outage schedule bar will be included if a project has an outage or shutdown requiring more than 15 days in length. This will apply to any system or total plant outage. This bar will be inserted below the activity affected. Manpower must be shown.
- (11) Labor Percent Complete: Actual labor percent complete will be displayed as a line of the schedule bar area. The actual labor percent complete will be updated, plotted and discussed on a weekly basis. Contract modifications will be included when approved and the percentages will be revised. This display will be based on labor man-hours.
- (12) Cost Percent Complete: Actual cost percent complete will be displayed as a line of the schedule bar area. The actual cost percent complete will be updated, plotted and discussed on a weekly basis. Contract modifications will be included when approved and the percentages will be revised. This display will be based on contract cost and approved changes.
- (13) Time Extensions: Time extensions required under contract clauses entitled "Changes, Differing Site Conditions and Suspension of Work" would be granted only to the extent that equal time adjustments for affected activities.

#### D. Schedule Update

The schedule shall be reviewed and updated as follows:

- (1) On a monthly basis, the Contractor and the Government will meet to review progress. The Contractor will furnish for review the most current activity listing marked up to reflect current activity, percent complete, and remaining duration. Both the Government and Contractor will mutually agree to this mark-up.
- (2) The Contractor will submit an updated progress schedule accompanying the monthly payment request based on information agreed upon in Paragraph D (1).

- (3) If the Contractor's scheduled completion date on any schedule update goes beyond the accepted schedule and there have not been any contract time extensions approved by the Contracting Officer, the Contractor will be required to submit a recovery plan demonstrating the completion of the project as specified in the Contract at no additional cost to the Government or a justification why activities or time extension be issued due to impacts by the government. This plan must be submitted with the monthly schedule update or the Contracting Officer may withhold 10 percent retainage of the next progress billing and billings thereafter until submitted and accepted by the Contracting Officer.

If the Contractor's proposed recovery plan is unacceptable, the Contracting Officer may require the Contractor to meet the contractual obligations which may include increasing its work forces, the construction plant and equipment, and/or the number of work shifts either straight and/or overtime without additional cost to the Government.

If the Contractor wishes to change his sequence of work or estimated duration of future activities, these changes must be submitted for acceptance in the form of a revised barchart, separate from the monthly schedule update, for acceptance by the Contracting Officer. Upon acceptance, it will become the official Contract schedule. The change must be submitted with appropriate reasons for the change.

- (4) The monthly updated schedule status, through the pay period, will be submitted with the monthly progress payment request. Failure to submit the schedule update will be grounds to withhold progress payments until submitted, reviewed, and accepted by the Contracting Officer.

E. Technical Submittal, Request for Information (RFI) and Contract Changes

The Contractor is required to list design submittals required under Contract Specification 01300 which require Government approval.

The Contractor shall provide activities impacted when submitting an RFI inquiry for all potential work scope changes.

It is the Contractor's responsibility to ensure that all submittals, RFI inquiries, and potential work scope changes have been identified with the most critical activity impacted for reporting purposes.

F. Schedule Revision for Changes

When unilateral direction is issued by the Contracting Officer for changes in work, the Contractor will revise the network logic and/or duration time estimates of all activities affected by the change order on the next succeeding update report. These revisions will be submitted for acceptance of the Contracting Officer prior to inclusion in the network.

- (1) If the Contractor fails or refuses to submit or include acceptable revisions within thirty (30) calendar days after receipt of the change order, the Contracting Officer may furnish to the Contractor the suggested logic sequence and/or duration of time revisions to be entered into the network, and to be used in all subsequent reports until such time as the revisions have been settled, or until actual dates supersede the portion of the schedule represented by the revisions.
- (2) In the event the Contracting Officer has furnished the logic and/or revision due to the Contractor's failure to furnish an acceptable and timely revision and the Contractor has objections to the revisions furnished by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing of such objections, fully supported by his own plan, within ten (10) calendar days after the date such revisions have been furnished by the Contracting Officer.

If this does not occur, it will be deemed that the Contractor has agreed with the Contracting Officer's logic/duration revision, which will be the basis for equitable adjustments of time for performance of the work.

- (3) The use of revised logic and/or duration time estimates for updating purposes, whether furnished by the Contractor or by the Contracting Officer, will not be construed as extension of time to the Contract completion date. These revisions are for the purpose of keeping the schedule up to date to reflect the work yet to be accomplished, and to include the best time estimates for such work.

#### G. Notification of Government Impacts

The Contractor shall immediately bring to the attention of the Government any condition caused by the Government that is delaying an activity. The Contractor shall provide to the Contracting Officer and DM Construction Manager written notice immediately that such a condition exists and allow forty-eight (48) hours to resolve the problem causing the delay. Additionally, the Contractor shall provide prompt notification and complete all reports on all actual and threatened labor disputes to the Contracting Officer.

#### H. Schedule Program

The Contractor shall supply to the DM Construction Manager at the site one (1) copy of the scheduling file and all subsequent updates/revisions, which are used to generate the network. The Government will retain the PC file(s) after completion of the Contract. If contractor chooses, the Government will furnish a PC-based Excel software barchart program for the use of the contractor.

#### I. Submittals

All submittals required by this section shall be submitted with one (1) copy to DM Construction Manager and a computer version on disc or CD-ROM, and two (2) copies of the submittal to the Contracting Officer.

EXHIBIT 1  
IS SAVED AS A SEPARATE FILE

[Click here for link to Exhibit 1.xls](#)

CONSTRUCTION ACTIVITY DESCRIPTION	TOTAL ACTIVITY DOLLARS	PERCENTAGE OF TOTAL DOLLARS	TOTAL ACTIVITY WEIGHTED UNITS	COMMENTS
MOBILIZATION	100.00	2.73	27,265	
<i>HORIZONTAL BORED CROSSING</i>				
<i>HWY 3</i>				
<i>PIT PREPARATION</i>	50.00	1.36	13,643	
<i>INSTALL BORED PIPE</i>	100.00	2.75	27,285	
CONVENTIONAL CROSSINGS				
BIG SLOUGH				
TRENCHING	75.00	2.05	20,464	
PIPE INSTALLED	125.00	3.41	34,146	
BACKFILLED AND BANK STABILIZED	65.00	1.77	17,735	
DIRECTIONAL DRILLED CROSSINGS				
LAMARQUE SEAWALL				
BORED CROSSINGS	55.00	1.50	15,007	
CROSSING PIPE SECTION	95.00	2.57	25,921	
HYDROSTATIC TEST	25.00	0.68	6,821	
PIPELINE SPREAD (MILE 20.4-32.8)				
CLEAR, GRADE, AND UTILITY RELOCATION	110.00	3.00	30,014	
TRENCHING	175.00	4.77	47,749	
STRINGING AND BENDING	225.00	6.14	61,392	
WELDING	315.00	9.37	85,942	
COATING, LOWERING-IN, AND BACKFILL	180.00	4.91	49,113	
TIE-INS	200.00	5.46	34,570	
CLEAN-UP, MARKERS, SIGNS, AND TEST LEADS	110.00	3.00	30,014	
CITY OF FREEPORT				
TRENCHING	200.00	5.46	54,376	
STRINGING	225.00	6.14	61,392	
WELDING AND COATING	275.00	7.30	75,074	
BACKFILL	130.00	3.53	55,471	
CLEAN-UP	95.00	2.59	25,921	
INTERCEPTOR CHANNEL CITY OF FREEPORT				
SITE PREPARATION	50.00	1.36	13,643	
CONCRETE LINER	125.00	3.41	34,106	
MAINLINE VALVES				
VALVE NO. 1				
INSTALLED	100.00	3.53	35,471	
BACKFILLED AND FENCED	25.00	2.32	23,192	
HYDROSTATIC TEST				
SECTION 1	105.00	2.36	28,649	
SECTION 2	110.00	3.00	30,014	
SECTION 3	150.00	3.53	33,471	
TOTAL	7,665.00	100.00	1,000,000	

**EXHIBIT 2**

DE-FB96-00PO92011  
AMENDMENT 002 - 14 of 20

## SUMMARY SHEET

**TASK/PAN #:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

**Site:** \_\_\_\_\_

CSI #	DESCRIPTION	LABOR	MAT'L	EQUIP.	SUBC.	TOTAL
02XXX	Sitework					
03XXX	Concrete					
05XXX	Structural & Misc. Steel					
09XXX	Finishes					
10XXX	Specialties					
13XXX	Special Construction					
15XXX	Mechanical					
16XXX	Electrical					
SUBTOTAL DIRECT COST						
Benefits & Burdens						
Crafts _____%						
Supervision _____%						
Supervision & Services						
Construction Equipment						
Construction Plant						
Small Tools & Consumables _____%						
SUBTOTAL						
Sales Tax _____%						
SUBTOTAL INDIRECT COST						
SUBTOTAL COST						
Overhead _____%						
SUBTOTAL						
Profit _____%						
SUBTOTAL						
Bond _____%						
TOTAL JOB COST						

### EXHIBIT 3

Rev (02/97)

DE-FB96-00PO92011  
AMENDMENT 002 - 15 of 20



**SECTION H**  
**PARAGRAPH 32.0, COMPLETED CONSTRUCTION COST REPORT**

The installed cost of all equipment, assemblies, etc., not meeting the retirement unit criteria (not on the attached list nor a subcomponent of those retirement units listed) shall be cumulated and reported as either, "other-electrical," "other-civil," or "other-instrumentation." The total installed price of the retirement units listed and the four "other" categories shall equal the total of the contract price and stated price of GFE. The total contract price shall include all increases and/or decreases in the contract value which result through modification(s) to the contract.

The Completed Construction Cost Report will be used by DOE to prepare completed plant and equipment accounting records.

The Completed Cost Construction Report should be the total installed price for each item listed. The total installed price should include cost of material, labor, all indirect costs, supervision, overhead, and profit. Costs of testing, report submittals etc. should be spread loaded over the items affected by the test, reports, etc. The total of the individual installed prices should equal the contract total.

<b><u>DEMOLITION</u></b>			
<b><u>DRAWINGS</u></b>	<b><u>ITEMS</u></b>	<b><u>UM</u></b>	<b><u>INSTALLED COST</u></b>
BM-E-306-005D	Demolition - Equipment removed (highlighted) in clouded area only. (See drawing.)		\$ _____
BM-E-312-3237D	Demolition - Equipment removed (highlighted) in clouded area only. (See drawing.)		\$ _____
BM-C-210-213	Demolition – Removed existing underground electrical conduit. (See drawing.)		\$ _____
BM-C-210-213	Demolition – Remove existing 8-inch slab as shown on above drawing. (See drawing.)		\$ _____
BM-C-210-213	Demolition - Remove existing Timber Light Pole. Cut off 2 feet minimum or as needed. (See drawing.)		\$ _____
BM-C-210-213	Demolition – Remove existing fences and gates, relocated. (See drawing.)		\$ _____

**SECTION J**  
**ATTACHMENT J.11, SAFETY AND HEALTH REQUIREMENTS**

**Safety Personnel (Applicable as checked)**

- ☐ - Dedicated Safety Personnel, full time during the contract period of performance while the contractor is performing physical work.
- ☐ - Dedicated Safety Personnel and Safety Representative

Dedicated safety personnel shall be available full time during the period that contract work identified in DOE's preliminary hazards review requiring his/her services is being performed. A safety representative shall be designated and available for all other contract work which is not concurrent with the contract period when a dedicated safety person is required.

- ☒ - Safety Representative

A Safety Representative is not required to be a dedicated person as long as the duties of the Safety Representative are met.

Safety personnel shall perform the safety duties described elsewhere in the contract provisions. Dedicated safety personnel shall have no other duties outside of safety. Safety personnel may be assigned as qualified and competent persons provided they have the appropriate qualifications and are approved by DOE to provide such services and, that such assignment(s) do not interfere with the individual(s) primary safety duties required by the contract provisions.

Revision (7/96)

**SECTION K**  
**CONTRACTOR REPRESENTATIONS, CERTIFICATIONS, AND OTHER**  
**STATEMENTS OF BIDDERS/OFFERORS**

FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 1541.
- (2) The small business size standard is \$17 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) [*Complete only if the offeror represented itself as a small business concern in Paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [*Complete only if the offeror represented itself as a small business concern in Paragraph (b)(1) of this provision.*] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) *Definitions.*

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in Paragraph (a) of this provision.

“Women-owned small business concern,” as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(c) *Definitions.*

*Alternate I (Nov 1999).* As prescribed in 19.307(a)(2), add the following Paragraph (b)(4) to the basic provision:

- (4) [*Complete only if offeror represented itself as a small business concern in Paragraph (b)(1) of this provision.*] The offeror represents, as part of its offer, that--

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in Paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

FAR 52.214-14 PLACE OF PERFORMANCE--SEALED BIDDING (APR 1985)

- (a) The bidder, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks “intends” in Paragraph (a) above, it shall insert in the spaces provided below the required information:

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EXHIBIT 1

Scheduled

Actual

SITE: #REF!

SYS: #REF!

RESP: Name

DOER: #REF!

SCDO: #REF!

(Use whole numbers)

Report Date:

Data Date:

STRATEGIC PETROLEUM RESERVE

#REF!

#REF!

	ACTIVITY ID No.	ACTIVITY DESCRIPTION	DUR. WORK DAYS	START DATE	FINISH DATE	SCHED. % PLANNED	ACTUAL % COMPLETE																																	Total
Schedule	5																																							
% Complete																																								
Actual																																								
Manpower																																								
Schedule	10																																							
% Complete																																								
Actual																																								
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